

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																										
NATURE OF CONVEYANCE:	SECURITY INTEREST																																										
CONVEYING PARTY DATA																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>American Commercial Lines LLC</td> <td></td> <td>04/27/2007</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	American Commercial Lines LLC		04/27/2007	LIMITED LIABILITY COMPANY: DELAWARE																																			
Name	Formerly	Execution Date	Entity Type																																								
American Commercial Lines LLC		04/27/2007	LIMITED LIABILITY COMPANY: DELAWARE																																								
RECEIVING PARTY DATA																																											
Name:	Wells Fargo Bank, National Association																																										
Street Address:	300 N. Meridian St., Suite 1600																																										
City:	Indianapolis																																										
State/Country:	INDIANA																																										
Postal Code:	46204																																										
Entity Type:	CORPORATION:																																										
PROPERTY NUMBERS Total: 13																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> <tr><td>Registration Number:</td><td>0856237</td><td>ACBL</td></tr> <tr><td>Registration Number:</td><td>1607666</td><td></td></tr> <tr><td>Registration Number:</td><td>1741761</td><td>ACBL</td></tr> <tr><td>Registration Number:</td><td>1804804</td><td>ACL</td></tr> <tr><td>Registration Number:</td><td>2329522</td><td>RIVER-TRAC</td></tr> <tr><td>Registration Number:</td><td>2349631</td><td>A RIVER OF INFORMATION AT YOUR FINGER TIPS</td></tr> <tr><td>Registration Number:</td><td>2316045</td><td></td></tr> <tr><td>Registration Number:</td><td>3221549</td><td>ACL</td></tr> <tr><td>Serial Number:</td><td>77041253</td><td>BUILDING A FUTURE</td></tr> <tr><td>Serial Number:</td><td>77141494</td><td>ACLTRAC</td></tr> <tr><td>Serial Number:</td><td>77141600</td><td>JEFFLABS</td></tr> <tr><td>Serial Number:</td><td>77141687</td><td>MOVING AMERICA</td></tr> <tr><td>Serial Number:</td><td>77153650</td><td>JEFFLABS</td></tr> </table>	Property Type	Number	Word Mark	Registration Number:	0856237	ACBL	Registration Number:	1607666		Registration Number:	1741761	ACBL	Registration Number:	1804804	ACL	Registration Number:	2329522	RIVER-TRAC	Registration Number:	2349631	A RIVER OF INFORMATION AT YOUR FINGER TIPS	Registration Number:	2316045		Registration Number:	3221549	ACL	Serial Number:	77041253	BUILDING A FUTURE	Serial Number:	77141494	ACLTRAC	Serial Number:	77141600	JEFFLABS	Serial Number:	77141687	MOVING AMERICA	Serial Number:	77153650	JEFFLABS	
Property Type	Number	Word Mark																																									
Registration Number:	0856237	ACBL																																									
Registration Number:	1607666																																										
Registration Number:	1741761	ACBL																																									
Registration Number:	1804804	ACL																																									
Registration Number:	2329522	RIVER-TRAC																																									
Registration Number:	2349631	A RIVER OF INFORMATION AT YOUR FINGER TIPS																																									
Registration Number:	2316045																																										
Registration Number:	3221549	ACL																																									
Serial Number:	77041253	BUILDING A FUTURE																																									
Serial Number:	77141494	ACLTRAC																																									
Serial Number:	77141600	JEFFLABS																																									
Serial Number:	77141687	MOVING AMERICA																																									
Serial Number:	77153650	JEFFLABS																																									

CH \$340.00 0856237

900076610

TRADEMARK
REEL: 003540 FRAME: 0374

CORRESPONDENCE DATA

Fax Number: (650)614-7401

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-614-7400

Email: ipprosecution@orrick.com,agarcia@orrick.com

Correspondent Name: Thomas H. Zellerbach

Address Line 1: 4 Park Plaza, Suite 1600

Address Line 2: IP Prosecution Department

Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER:	1696-394
NAME OF SUBMITTER:	Thomas H. Zellerbach
Signature:	/tz/
Date:	05/10/2007

Total Attachments: 6

source=ACL Grant of Security Interest#page1.tif

source=ACL Grant of Security Interest#page2.tif

source=ACL Grant of Security Interest#page3.tif

source=ACL Grant of Security Interest#page4.tif

source=ACL Grant of Security Interest#page5.tif

source=ACL Grant of Security Interest#page6.tif

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of April 27, 2007, is executed by AMERICAN COMMERCIAL LINES LLC, a Delaware limited liability company (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the Security Trustee and the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of April 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among American Commercial Lines LLC, Jeffboat LLC, ACL Transportation Services LLC (formerly known as Louisiana Dock Company LLC), the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of April 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent, the Security Trustee, the Lenders, any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement) or providing Lender Bank Products (as defined in the Credit Agreement)).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent, the Security Trustee, the Lenders, any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement) or providing Lender Bank Products (as defined in the Credit Agreement)) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are

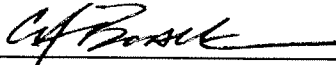
more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Bank, National Association
300 N. Meridian St., Suite 1600
Indianapolis, IN 46204
Attention: James M. Stehlik, Vice President
Tel. No. (317) 977-1115
Fax No. (317) 977-1118

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

AMERICAN COMMERCIAL LINES LLC,
a Delaware limited liability company

By: 
Christopher A. Black
Senior Vice President/Chief Financial Officer

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

SS.

FRANCES A PARRELLA
NOTARY PUBLIC STATE OF INDIANA
CLARK COUNTY
MY COMMISSION EXP. OCT. 27, 2007

On April 24, 2007, before me, _____,

Date

Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,

Christopher A. Black

Name of Signer(s)

☒ personally known to me – **OR** – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Frances A. Parrella

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Number of Pages

Date of Document


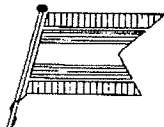


Signer is Representing:
Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST


TRADEMARKS

Trademarks/Service marks:

	Mark	Reg. No.	Reg. Date**	Owner
		856,237	9/3/1968	American Commerical Lines LLC
		1,607,666	7/24/1990	American Commercial Lines LLC
	ACBL	1,741,761	12/22/1992	American Commercial Lines LLC
	ACL	1,804,804	11/16/1993	American Commercial Lines LLC
	RIVER-TRAC	2,329,522	3/14/2000	American Commercial Lines LLC
	A RIVER OF INFORMATION AT YOUR FINGERTIPS	2,349,631	5/16/2000	American Commercial Lines LLC
		2,316,045	2/8/2000	American Commercial Lines LLC
		Reg. No. 3,221,549	3/27/2007	American Commercial Lines LLC

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

	Mark	Serial No.	Application Date	Owner
	BUILDING A FUTURE	Ser. No. 77/041,253	11/10/2006	American Commercial Lines LLC
	ACLTrac	Ser. No. 77/141,494	3/27/2007	American Commercial Lines LLC
	JeffLabs	Ser. No. 77/141,600	3/27/2007	American Commercial Lines LLC
	MOVING AMERICA	Ser. No. 77/141,687	3/27/2007	American Commercial Lines LLC
		Ser No. 77/153,650	4/11/2007	American Commercial Lines LLC